

TRADEMARK ASSIGNMENT

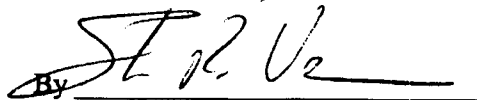
WHEREAS, Sanitec Group, LLC, a Delaware limited liability company having a place of business at 23 Fairfield Place, West Caldwell, New Jersey 07006 ("Assignor"), is the owner of the common law and federally registered trademark SANITEC, INC. (U.S. Trademark Registration No. 1,991,211); the common law and federally registered trademark SANITEC (U.S. Trademark Registration No. 2,238,405); and the common law and federally registered service mark SANITEC (U.S. Trademark Registration No. 2,559,664), including all formats and variations thereof, whether registered or not (collectively, "the Marks"), and owns and enjoys all goodwill symbolized by said Marks, having acquired said Marks from Sanitec, Ltd. on February 22, 2002, along with all goodwill and other rights and interest in the Marks and other assets of Sanitec, Ltd.; and

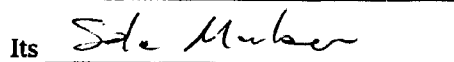
WHEREAS, Sanitec Industries, Inc., a California corporation having a place of business at 11570 Sunshine Terrace, Studio City, California 91604 ("Assignee"), is desirous of acquiring said Marks and the goodwill associated with and symbolized by said Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignor hereby sells, assigns, transfers and sets over, to Assignee, all right, title and interest in and to said Marks, along with the goodwill of the business symbolized by said Marks, in the United States and in all foreign countries, including the right to maintain any claim or action for infringement or other violation of rights, to maintain or obtain the registration thereof, and to take any other action with respect to said Marks.
2. Assignor hereby warrants and represents that it has sole title and interest in and to the Marks, that it has not sold, assigned, transferred or hypothecated any interest in or to any of those Marks, and that it is fully authorized and empowered to enter into this Agreement and effectuate the transfer contemplated hereunder.
3. Assignor hereby agrees that it, and any successor or assign, will execute and deliver any further assignments and/or documentation as reasonably requested, without additional consideration, to effectuate this Assignment and to obtain or maintain the Marks and trademark registrations therefore.

SANITEC GROUP, LLC

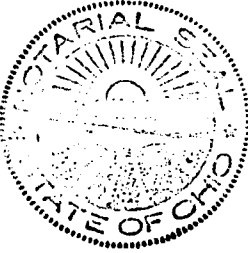
By 

Its 

Subscribed and sworn to before me this

17th day of February, 2004.

Patrick J. Hanley
Notary Public



PATRICK J. HANLEY, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date. Section 147-03 O.R.C.